

<b>SOLICITATION, OFFER AND</b>			1. THIS CONTRACT IS A RATED UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF	PAGES 70
2. CONTRACT NO.		3. SOLICITATION NO. DACW33-02-R-0015		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 19 Mar 2003	6. REQUISITION/PURCHASE NO. W13G86-2157- 0000		
7. ISSUED BY DEPT. OF THE ARMY N E DISTRICT, CORPS OF ENGINEERS 696 VIRGINIA ROAD CONCORD MA 01742-2751				CODE DACW33	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
				<b>See Item</b>		TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Contracts Branch - Bldg 1</u> until <u>04:30 PM</u> local time <u>19 May 2003</u> (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME RACHAEL RAPOSA		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 978-318-8249		C. E-MAIL ADDRESS rachael.raposa@usace.army.mil		
<b>11. TABLE OF CONTENTS</b>								
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 15	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		16 - 25	X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING			<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE		26	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		27 - 28				
X	G	CONTRACT ADMINISTRATION DATA		29	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		30 - 33	X	M	EVALUATION FACTORS FOR AWARD	
<b>OFFER (Must be fully completed)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by</b>								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 19)			CODE	25. PAYMENT WILL BE MADE BY				
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE
TEL: EMAIL:								

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Previous Edition is Unusable

33-134

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

## Section B - Supplies or Services and Prices

SECTION B

\* THE NUMBERS THAT APPEAR IN THE QUANTITY COLUMN OF THIS SECTION ARE REPRESENTATIVE OF 1 UNIT FOR EACH LINE ITEM. THE UNIT PRICE ESTIMATE WILL BE USED IN THE NEGOTIATION OF EACH INDIVIDUAL TASK ORDER UNDER THIS CONTRACT.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONSTRUCTION MANAGEMENT SUPPORT SERVICES FFP BASE PERIOD PURCHASE REQUEST NUMBER: W13G86-2157-2963				
NET AMT					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	QUALITY ASSURANCE INSPECTOR FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	PROJECT ENGINEER FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	ENGINEER/CHANGES AND CLAIM ANALYSIS FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	CONSTRUCTION SCHEDULER/ENGINEER FFP	1	Hours	\$	\$
0001AE	SPECIALIST TECHNICIAN FFP	1	Hours	\$	\$
0001AF	INDUSTRIAL HYGIENE SUPPORT FFP	1	Hours	\$	\$
0001AG	HEALTH PHYSICIST FFP	1	Hours	\$	\$
0001AH	CERTIFIED HEALTH PHYSICIST FFP	1	Hours	\$	\$
0001AJ	UNEXPLODED ORDNANCE (UXO) TECHNICIAN II FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	UNEXPLODED ORDNANCE (UXO) TECHNICIAN III FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	VEHICULAR MILEAGE FFP (Not to Exceed JTR allowable)	1	Miles	\$0.36	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	TRAVEL EXPENSES IN ACCORDANCE WITH JTR FFP	1	Lump Sum	TBN	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	MISCELLANEOUS SUPPLIES & EXPENSES FFP (NTE - \$25,000.00 per base period)	1	Lump Sum	NTE	\$25,000.00

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OPTIONAL PERIODS

The following Optional Period may be exercised by modification at the discretion of the Government.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	CONSTRUCTION MANAGEMENT SUPPORT SERVICES FFP OPTION PERIOD 1				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	QUALITY ASSURANCE INSPECTOR FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	PROJECT ENGINEER FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	ENGINEER/CHANGES AND CLAIM ANALYSIS FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	CONSTRUCTION SCHEDULER/ENGINEER FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	SPECIALIST TECHNICIAN FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	INDUSTRIAL HYGIENE SUPPORT FFP	1	Hours	\$	\$

ITEM NO 0002AG OPTION	SUPPLIES/SERVICES HEALTH PHYSICIST FFP	QUANTITY 1	UNIT Hours	\$	UNIT PRICE	\$	AMOUNT
ITEM NO 0002AH OPTION	SUPPLIES/SERVICES CERTIFIED HEALTH PHYSICIST FFP	QUANTITY 1	UNIT Hours	\$	UNIT PRICE	\$	AMOUNT
ITEM NO 0002AJ OPTION	SUPPLIES/SERVICES UNEXPLODED ORDANCE (UXO) TECHNICIAN II FFP	QUANTITY 1	UNIT Hours	\$	UNIT PRICE	\$	AMOUNT
ITEM NO 0002AK OPTION	SUPPLIES/SERVICES UNEXPLODED ORDANCE (UXO) TECHNICIAN III FFP	QUANTITY 1	UNIT Hours	\$	UNIT PRICE	\$	AMOUNT
ITEM NO 0002AL OPTION	SUPPLIES/SERVICES VEHICULAR MILEAGE FFP (Not to Exceed JTR allowable)	QUANTITY 1	UNIT Miles		UNIT PRICE \$0.36		AMOUNT TBN
ITEM NO 0002AM OPTION	SUPPLIES/SERVICES TRAVEL EXPENSES IN ACCORDANCE WITH JTR FFP	QUANTITY 1	UNIT Lump Sum		UNIT PRICE TBN		AMOUNT TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN		1	Lump Sum		\$25,000.00
OPTION	MISCELLANEOUS SUPPLIES & EXPENSES			NTE	
	FFP				
	(NTE - \$25,000.00 per option period)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
OPTION	CONSTRUCTION MANAGEMENT SUPPORT SERVICES				
	FFP				
	OPTION PERIOD 2				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		1	Hours		
OPTION	QUALITY ASSURANCE INSPECTOR				
	FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		1	Hours		
OPTION	PROJECT ENGINEER				
	FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		1	Hours		
OPTION	ENGINEER/CHANGES AND CLAIM ANALYSIS				
	FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD OPTION	CONSTRUCTION SCHEDULER/ENGINEER FFP	1	Hours	\$	\$
0003AE OPTION	SPECIALIST TECHNICIAN FFP	1	Hours	\$	\$
0003AF OPTION	INDUSTRIAL HYGIENE SUPPORT FFP	1	Hours	\$	\$
0003AG OPTION	HEALTH PHYSICIST FFP	1	Hours	\$	\$
0003AH OPTION	CERTIFIED HEALTH PHYSICIST FFP	1	Hours	\$	\$
0003AJ OPTION	UNEXPLODED ORDNANCE (UXO) TECHNICIAN II FFP	1	Hours	\$	\$



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK OPTION	UNEXPLODED ORDNANCE (UXO) TECHNICIAN III FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL OPTION	VEHICULAR MILEAGE FFP (Not to Exceed JTR allowable)	1	Miles	\$0.36	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AM OPTION	TRAVEL EXPENSES IN ACCORDANCE WITH JTR FFP	1	Lump Sum	TBN	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AN OPTION	MISCELLANEOUS SUPPLIES & EXPENSES FFP (NTE - \$25,000.00 per option period)	1	Lump Sum	NTE	\$25,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	CONSTRUCTION MANAGEMENT SUPPORT SERVICES FFP OPTION PERIOD 3				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	QUALITY ASSURANCE INSPECTOR FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	PROJECT ENGINEER FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	ENGINEER/CHANGES AND CLAIM ANALYSIS FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	CONSTRUCTION SCHEDULER/ENGINEER FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	SPECIALIST TECHNICIAN FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION	INDUSTRIAL HYGIENE SUPPORT FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	HEALTH PHYSICIST FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	CERTIFIED HEALTH PHYSICIST FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ OPTION	UNEXPLODED ORDNANCE (UXO) TECHNICIAN II FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK OPTION	UNEXPLODED ORDNANCE (UXO) TECHNICIAN III FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AL OPTION	VEHICULAR MILEAGE FFP (Not to Exceed JTR allowable)	1	Miles	\$0.36	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AM OPTION	TRAVEL EXPENSES IN ACCORDANCE WITH JTR FFP	1	Lump Sum	TBN	TBN

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AN OPTION	MISCELLANEOUS SUPPLIES & EXPENSES FFP (NTE - \$25,000.00 per option period)	1	Lump Sum	NTE	\$25,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	CONSTRUCTION MANAGEMENT SUPPORT SERVICES FFP OPTION PERIOD 4				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	QUALITY ASSURANCE INSPECTOR FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	PROJECT ENGINEER FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	ENGINEER/CHANGES AND CLAIM ANALYSIS FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION	CONSTRUCTION SCHEDULER/ENGINEER FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	SPECIALIST TECHNICIAN FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF OPTION	INDUSTRIAL HYGIENE SUPPORT FFP	1	Hours	\$	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG OPTION	HEALTH PHYSICIST FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH OPTION	CERTIFIED HEALTH PHYSICIST FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ OPTION	UNEXPLODED ORDNANCE (UXO) TECHNICIAN II FFP	1	Hours	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK OPTION	UNEXPLODED ORDNANCE (UXO) TECHNICIAN III FFP	1	Hours	\$	\$

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AL OPTION	VEHICULAR MILEAGE FFP (Not to Exceed JTR allowable)	1	Miles	\$0.36	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AM OPTION	TRAVEL EXPENSES IN ACCORDANCE WITH JTR FFP	1	Lump Sum	TBN	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AN		1	Lump Sum	NTE	\$25,000.00
OPTION	MISCELLANEOUS SUPPLIES & EXPENSES				
	FFP				
	(NTE - \$25,000.00 per option period)				

**ADDITIONAL INFORMATION**

THIS WILL BE A CONTRACT WITH A MAXIMUM \$1,000,000.00 BASE YEAR LIMIT WITH FOUR \$1,000,000.00 ONE YEAR OPTIONS. THE TOTAL CONTRACT VALUE WILL NOT EXCEED \$5,000,000.00

\* IF IT BECOMES NECESSARY TO EXERCISE AN OPTION IN LESS THAN A ONE YEAR INCREMENT IT SHALL BE DONE BY ISSUANCE OF A MODIFICATION TO THE CONTRACT.

## Section C - Descriptions and Specifications

SCOPE OF WORK**Scope of Work****Construction Management Support Services**

The Contractor, as an independent contractor and not as a agent of the Government, shall furnish all necessary personnel, facilities, travel, material, and equipment, to furnish construction management support for the Construction Division of the New England District, Corps of Engineers, in accordance with the Statement of Work. Work is to be performed by the New England District and may be used by other Federal Agencies. Work will be performed within the continental United States (CONUS).

Detailed descriptions of the scope of each line item are listed below. The contractor shall submit a daily pricing for the necessary employee schedule with proposed rated for each of the line items identified below for each option period of the contract.

**General**

This Division describes the tasks the Contractor shall perform to provide construction management support to the Construction/Operations Division including quality assurance/safety inspections, industrial hygiene support, submittal reviews, delay impact analysis, change and claim analyses schedule analysis, specialized quality assurance testing, and other technical support.

**Scope of Services**

Under the direction of the Contracting Officer or her authorized representative, the contractor shall provide all labor, material, equipment necessary to complete the work described in the paragraphs below. Travel costs and miscellaneous expenses will be negotiated on a task order basis. All travel must comply with the Joint Travel Regulations.

The contractor will perform the items described below for one or more of the following types of projects: hazardous toxic and radiological waste sites (HTRW), maintenance of flood control projects, building construction, building renovations, military construction, roadway repair and/or reconstruction, dike repair and/or construction, floodwall repair and/or construction, spillway repair and/or construction, tunnel repair and/or construction, utility repair and/or construction, improvement and/or maintenance dredging and other construction projects.



**\*The offeror will ensure that personnel will be 40 hour hazardous waste certified and in good physical health for work conducted at the hazardous waste sites.**

**Quality Assurance Inspector**

- This person will have a minimum three (3) years experience in one of the below mentioned disciplines at the technician level and/or be a graduate of an accredited college or university with at least an associate degree in one of the below mentioned disciplines, or hold certification from the National Institute for Certification in Engineering Technologies or other recognized organization with a minimum of three (3) years experience: (\*)  
Environmental Sciences must have OSHA certification and an active health-monitoring plan.
  1. Civil
  2. Mechanical
  3. Electrical
  4. Environmental Sciences (\*)
  5. Architecture
- This person shall be experienced in a wide variety of construction activities with emphases in the Quality Control/Quality Assurance as a field representative. The individual shall be capable of reviewing contract plans and specifications and determining compliance by the government's contractor. The individual must have an understanding of the requirements for quality assurance testing, scheduling, documentation, and reporting. Tasking will require the individual to submit daily quality assurance reports as well as written results of inspections and tests.
- The contractor will inspect the government's contractor's quality control program and safety program and administer the Corps of Engineers' Quality Assurance Program for the previously described project types.

The contractor's representative will be required to perform the following activities:

- a. Reviews project activities and monitors progress in the field.
- b. Conducts quality assurance inspections to ensure compliance with contract requirements and compliance with the Corps of Engineers three-phase inspection program.
- c. Prepares daily quality assurance reports.
- d. Interprets plans and specifications in order to resolve any unanticipated problems during construction and provides advice on material substitutions and alternative construction techniques.

- e. Reviews and offers advice on government's contractor payment requests and payrolls and interview contractor employees to ensure the proper wage rates is paid.
- f. Reviews the government's contractor's Health and Safety Plans and/or Accident Prevention Plans and provides comments to ensure compliance with Corps of Engineers Safety Program.
- g. Reviews proposed changes and revisions to the plans and provides comments.
- h. Review and evaluate job hazard analysis and provide alternative approaches.
- i. The contractor will review the government's contractor's submittals for the previously described project types.
- j. Checks and reviews shop drawings, materials, fixtures, equipment, samples, catalog data, plan materials, color schedules and similar items submitted by the government's contractor according to the contract drawings and specifications.
- k. Recommends approvals or rejections of such items to the Contracting Officer based on their determination of conformity to the contract drawings and specifications.
- l. Analyzes and verifies the adequacy of any detail not completely shown on the contract drawings.
- m. Maintain an updated submittal register in the Resident Management System (RMS) see paragraph entitled, "Training".

**Project Engineer**

- This person will be a graduate of an accredited college or university, with at least a baccalaureate degree and /or a minimum of (4) years experience in one of the following disciplines or:
  - 1. Civil
  - 2. Mechanical
  - 3. Electrical
  - 4. Environmental Sciences (\*)
  - 5. Architecture

(\*) Environmental Sciences must have OSHA certification and an active health-monitoring plan.

- Individual tasks will vary according to each delivery order issued. This person shall have experience in a wide variety of construction activities with emphases in the Quality Control/Quality Assurance as a field representative. The individual shall be capable of reviewing contract plans and specifications and determining compliance by the

government's contractor. The individual must have an understanding of the requirements for quality assurance testing, scheduling, documentation, and reporting. Tasking will require the individual to submit daily quality assurance reports as well as written results of inspections and tests.

- The contractor's representative will be required to perform the following activities:
  - a. Reviews project activities and monitors progress in the field.
  - b. Conducts quality assurance inspections to ensure compliance with contract requirements and compliance with the Corps of Engineers three-phase inspection program.
  - c. Prepares daily quality assurance reports.
  - d. Interprets plans and specifications in order to resolve any unanticipated problems during construction and provides advice on material substitutions and alternative construction techniques.
  - e. Reviews and offers advice on construction contractor payment requests.
  - f. Review payrolls and interview contractor employees to ensure the proper wage rates is paid.
  - g. Assists in the preparation of job changes and cost estimates.
  - h. Reviews proposed changes and revisions to the plans and provides comments.
  - i. Assists with negotiations, and prepares contract documentation for approval.
  - j. Analyzes and verifies the adequacy of any detail not completely shown on the contract drawings.
  - k. Reviews the government's contractor's Health and Safety Plans and/or Accident Prevention Plans and provides comments to ensure compliance with Corps of Engineers Safety Program.
  - l. Review and evaluate job hazard analysis and provide alternative approaches.
  - m. Prepares construction modifications for COR's review and signature.
  - n. Checks and reviews shop drawings, materials, fixtures, equipment, samples, catalog data, plan materials, color schedules and similar items submitted by the government's contractor according to the contract drawings and specifications.

- o. Recommends approvals or rejections of such items to the Contracting Officer based on their determination of conformity to the contract drawings and specifications.
- p. Maintain an updated submittal register in the Resident Management System (RMS) see paragraph entitled, "Training".

**Engineer /Change and Claim Analysis**

- This person will be a graduate of an accredited college or university, with at least a baccalaureate degree and (4) years or more experience in construction or related field.
- Individual tasks will vary according to each delivery order issued. The contractor will analyze and review government's contractor's job change requests and contract claims for the previously described project types. The contractor's representative will be required to perform the following activities:
  - Analyzes, for merit, government's contractor claims through research of daily reports and other contract data, interpretation of contract requirements, and analysis of claimed additional costs or time by the construction contractor. The change and claim analysis may be ordered before or during the construction contract performance period, or after the fact, for litigation purposes.
  - Researches and coordinates relevant data available in Government files at the Area or Resident Office indicated on the delivery order. The change and claim analysis shall be typed, indexed, and three copies will be submitted.
- a. As a minimum, the completed change and claim analysis report shall consist of:
  - 1. Identification of pertinent drawings and specifications and development of a chronology of events and correspondence relative to change or claim.
  - 2. A narrative summary of the construction contractor's position, and comments on validity of the claim based on the contract documents, chronology of events, and other relevant data.
  - 3. The contractor's recommendation and supporting rationale as to the position to be assumed by the Government with regard to the claim.
  - 4. The contractor's change and claim analysis shall address entitlement only.
  - 5. The contractor's report is due within the date designated by the contracting officer/or representative for the contracting officer.

**Construction Scheduler/Engineer**

- This person will be a graduate of an accredited college or university, with at least a baccalaureate degree and four (4) years or more experience in construction or related background. This person shall have a background in precedence diagramming and a working knowledge of primavera or related software (such as Microsoft project).
- The contractor will provide all labor, material, and equipment to analyze and review the government's prepared network analysis systems submitted by for approval for the previously described projects. Upon award of a construction contract, the government contractor, will submit for Government approval, a network analysis schedule consisting of precedence diagrams and accompanying logic activity analysis depicting the planned schedule of construction work. The contractor's representative will be required to perform the following activities:
  - a. Analyzes the NAS for reasonable/acceptable activity durations, sequencing, and logic.
  - b. Evaluates the activities included in the NAS for adequacy and appropriateness, and recommended additions or deletions of particular activities.
  - c. Within approximately ten days of issuance of a task order, the contractor shall submit three copies of a type written report consisting, as a minimum, of the following:
    - d. An introduction containing background information such as the contract number and name, construction contractor, and a brief description of the methods utilized by the contractor as in analyzing the NAS.
    - e. A statement of factual information regarding the content of the NAS, its logic, sequencing, and duration.
    - f. A narrative of contractor comments, both objective and subjective, regarding the adequacy of the NAS and suggestions for improvement.
    - g. A recommendation to the COR as to whether the NAS should be rejected, approved, or approved contingent upon incorporation of specific comments.
  - h. Perform delay-impact analysis.
    - i. Analyzes the cause, relevance, and impact of a real or alleged delay to a construction contract by the government's contractor. These delays may involve a modification, action, or inaction by the government's contractor or the Government, constructive changes, or other situations or combination of situations that may affect the schedule of the government's contractor. The delay impact analysis may be required either during the construction contract performance period for use by the Government in negotiating with the

government's contractor, or after pertinent aspects of construction are complete for use by the Government in defending its position in a dispute or litigation.

j. Researches and compiles data pertinent to the delivery order from Government files.

- The delay-impact analysis report shall be typed, indexed, and three copies must be submitted.
- As a minimum, the completed delay impact analysis report shall consist of:
  - a. A narrative summary of the approach taken by the contractor in analyzing the delay, including assumptions made, procedures and methodology utilized by the contractor, and a discussion of the data and information used in preparing the analysis.
  - b. A narrative description of the results of the analysis, including and separately identifying factual information discovered, the contractor's professional opinion of the delay, its causes, and its impact on construction, and conclusions.
  - c. A comparison of the contractor's as-planned and as-built schedules. The Government will make the as-planned schedule available to the contractor as either computer-generated sorts of the government's contractor's Network Analysis System (NAS) or a copy of their bar or Gantt schedule. The contractor shall be required to construct the as-built schedule based on availability of daily reports and other information in the Government's files.
  - d. A calculation of justified time extension to the construction contract, and a narrative rebuttal of construction contractor claims for time extension that are considered to be without merit.
  - e. Delivery of each Delay Impact Analysis is required within the date designated by the contracting officer/or representative for the contracting officer.

#### **Specialist Technician / Senior Representative**

This person will be a graduate of an accredited college or university with at least an associate degree in one of the following disciplines:

1. Civil
2. Mechanical
3. Electrical
4. Environmental Sciences (\*)
5. Architecture

Or, hold certification from the National Institute for Certification in Engineering Technologies or other recognized organization and three (3) to five (5) years experience, or,

six (6) years or more of experience in one of the above mentioned disciplines at the senior technician level.

Individual tasks will vary according to each delivery order issued.

(\*) Environmental Sciences must have OSHA certification and an active health-monitoring plan.

### **Industrial Hygiene Support**

The contractor will provide industrial hygiene/site safety and health support for inspecting and overseeing the construction contractor's safety program for the previously described project types. The contractor's representative will be required to perform the following activities:

- Reviews construction contractor's Health and Safety Plans and/or Accident Prevention Plans and ensures compliance with Corps of Engineers Safety Program and provides comments, which will bring the document into compliance.
- Reviews and provides comments on proposed changes and revisions to the documents. Reviews and evaluates job hazard analysis and provides alternative approaches.
- Oversees the contractor's safety program including but not limited to the contractor's training program, personal protective equipment, medical surveillance and emergency response procedures.
- Attends project meetings and provides daily reports summarizing site activities.
- Provides Certified Industrial Hygienist support when required.

### **Health Physicist**

This person will be a graduate of an accredited college or university with at least a Bachelor's degree in Radiological Health Physics or equivalent. This person should have at least five (5) years of experience with radiological work including radiological site assessments, decontamination, health and radiation safety, licensing, regulatory compliance, training, decontamination and decommissioning management, waste management, and transportation and disposal plus packaging and mixed waste treatment. This person should also be experienced in characterization, remediation and final status surveys and release using MARRISM Methodology (Multi-Agency Radiation Survey and Site Investigation Manual). Provide Certified Health Physicist when required.

**Certified Health Physicist**

This person will be a graduate of an accredited college or university with at least a Bachelor's degree in Radiological Health Physics or equivalent and certified by the American Academy of Health Physicists. This person should have at least five (5) years of experience with radiological work including radiological site assessments, decontamination, health and radiation safety, licensing, regulatory compliance, training, decontamination and decommissioning management, waste management, and transportation and disposal plus packaging and mixed waste treatment. This person must be a sign all appropriate documents and should be experienced in characterization, remediation and final status surveys and release using MARRISM Methodology (Multi-Agency Radiation Survey and Site Investigation Manual).

**Unexploded Ordnance (UXO) Technician II**

- This person shall be a US Citizen and graduate of one of the following schools or courses:
  1. US Army Bomb Disposal School, Aberdeen Proving Ground, MD
  2. US Naval Explosive Ordnance (EOD) School, Indian Head, MD
  3. EOD Assistants Course, Redstone Arsenal, AL
  4. EOD Assistants Course, Eglin Air Force Base, FL
  5. EOD Assistants Course, Texas A&M University
  6. Other DOD Certified Equivalent Course

A UXO Technician II shall have at least five years combined military EOD and contractor UXO experience

- This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technician I. In addition, this individual must be able to fully perform the following:
  - a. Properly storing OE material in accordance with applicable guidance.
  - b. Identifying fuses and determining fuse condition.
  - c. Determining a magnetic azimuth using current navigational/locating equipment
  - d. Performing field expedient identification procedures to identify explosives contaminated soil
  - e. Preparing an on-site holding area for OE material.
  - f. Operating modes of transportation for transporting OE material when appropriate
- A person meeting the requirements of a UXO Tech III, Senior UXO Supervisor (SUXOS), UXO Safety Officer (UXOSO) or UXO Quality Control Specialist (UXOQCS) as described by EP 1110-1-18 would also qualify



Unexploded Ordnance (UXO) Technician III

- This person shall be a US Citizen and graduate of one of the following schools:
  - a. US Army Bomb Disposal School, Aberdeen Proving Ground, MD.
  - b. US Naval Explosive Ordnance Disposal (EOD) School, Indian Head, MD
- This individual, who supervises a project team, shall have experience in OE clearance operations and supervising personnel, and shall have at least ten years combined active duty military EOD and contractor UXO experience. This person must be able to fully perform all functions enumerated for UXO Sweep Personnel, and UXO Technicians I and II. In addition, this individual must have the ability to perform the following functions:
  - a. Supervising and performing on-site disposal of Ordnance and Explosives.
  - b. Preparing Explosives Storage Plans in accordance with all applicable guidance.
  - c. Preparing required OE administrative reports
  - d. Preparing SOPs for on-site OE operations
  - e. Performing Risk Hazard Analysis
  - f. Conducting Daily Site Safety Briefings
  - g. Supervising the conduct of all on-site evolutions directly related to OE operations
- A person meeting the requirements of a Senior UXO Supervisor (SUXOS), UXO Safety Officer (UXOSO) or UXO Quality Control Specialist (UXOQCS) as described by EP 1110-1-18 would also qualify

**Training**

The Army Corps will conduct training in RMS, and Construction Quality Management for Contractor's..

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

## Section F - Deliveries or Performance

DELIVERY INFORMATION

DELIVERY OR PERFORMANCE REQUIREMENTS WILL BE CITED IN EACH INDIVIDUAL TASK ORDER.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

## 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or

condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

Section G - Contract Administration Data

CONTRACT ADMIN DATA

ADDRESSEE WHERE INVOICES SHOULD BE SUBMITTED AND APPLICABLE PAYMENT OFFICE WILL BE CITED IN EACH INDIVIDUAL TASK ORDER.

## Section H - Special Contract Requirements

WAGE DETERMINATION

APPLICABLE WAGE DETERMINATIONS, ISSUED BY THE DEPARTMENT OF LABOR, WILL BE ISSUED WITH EACH INDIVIDUAL TASK ORDER.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award or any option exercised thereto.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond the period set forth in the individual task orders.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

## PERIOD OF SERVICE

This contract has 4 (four) optional periods. The Government may exercise an option for an additional period of service in less than one year. The total duration of this contract including the exercise of any optional periods shall not exceed 5 years.

## 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the

notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

#### INSURANCE REQUIRED

In accordance with CONTRACT CLAUSE titled "INSURANCE – WORK ON A GOVERNMENT INSTALLATION" the Contractor shall procure and maintain during the entire period of his performance under this contract the following kinds and minimum amounts of insurance:

TYPE	AMOUNT
Workmen's Compensation and Employers' Liability Insurance The Contractor shall comply with all applicable Workmen's Compensation Statutes and shall furnish evidence of Employers' Liability Insurance.	Not less than \$100,000
General Liability Insurance Bodily injury liability insurance on the comprehensive form of policy.	Minimum limits of \$500,000 per accident
Automobile Liability Insurance damage liability insurance on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.	Minimum limits of \$200,000 per person and \$500,000 per accident \$20,000 per accident For property damage.

#### Security Requirements – Unclassified Contracts

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated in to an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigate requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Corps of Engineers – Bldg 1, 696 Virginia Road, Concord, MA 01742, Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Corps of Engineers, 696 Virginia Road, Concord, MA 01742 – Security Office. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Corps of Engineers – Bldg 1, 696 Virginia Road, Concord, MA 01742, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task order shall be approved by HQUSACE Foreign Disclosure Officer of higher before



beginning work on the contract/task order. This regulation includes subcontract employees. (NOTE: exception to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Corps of Engineers, New England Division – Contracts Branch, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted in to the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991

52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

## 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

Engineering Technician	\$13.79
Project Manager	\$20.65
Secretary	\$10.78

(End of clause)

#### 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Cost Reimbursement Subcontracts

Time and Materials/Labor Hour Subcontracts

Fixed Price Subcontracts Greater than \$500,000.00

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;



(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

\_\_\_\_\_  
\_\_\_\_\_

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

**LIST OF ATTACHMENTS**

Attachment 1 – Past Performance Questionnaire

Attachment 2 – Chart 1A – Direct Cost Breakdown (Prime)

Attachment 3 – Chart 1B – Direct Cost Breakdown (Subcontractor/Team Member)

Attachment 4 – Chart 2 – Final Roll Up - Direct Cost Breakdown

Attachment 5 – Notes to Charts

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(f) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

52 Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(g) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:\_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

## 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

## 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990 (insert NAICS code).

(2) The small business size standard is \$28,500,000.00 (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.



(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

## (d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

## 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment

Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS

## SECTION L

## INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. PROPOSAL FORMAT AND REQUIREMENTS. The proposal must be complete and contain the offeror's most favorable terms as the Government intends to award a contract without discussions. Proposals are to be submitted in two separately bound volumes, Volume 1 - Technical Proposal and Volume 2 - Price Proposal. An original and two (2) copies of each proposal is required to be submitted and each copy shall conform to the requirements in the following paragraphs:

a. All pages in Volume 1 - Technical Proposal as well as all pages in Volume 2 - Price Proposal, other than those provided in this solicitation for execution and inclusion in the Volume 2 proposal, are to consist of single spaced typewritten pages using no less than 10 point font. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make it fit" software capability however, all text must be legible and easily read. Minimum margins shall be 0.75 inches. The page size of the offeror's proposal shall not exceed 8-1/2 inches by 11 inches. When included, fold-out pages shall fold entirely within the volume and shall only be used for graphic representations. The volume and page numbers shall appear on the bottom left side of each page and the name of the offeror shall appear on the bottom right side of each page. Each copy of each volume shall be contained within a "Slant D" or similar 3-ring binder (no heat or spiral bound volumes).

b. Each volume shall include:

(1) a Cover Page that identifies the volume number, the name, address, and telephone number of the offeror, and, if appropriate, the name, address and telephone numbers of subcontractors;

(2) a Table of Contents;

(3) a List of Figures (if none, so state);

(4) a List of Appendices (if none, so state); and

(5) a List of Acronyms (if none, so state) that shall include all acronyms appearing in the volume.

c. Proposals shall be organized as required above; and shall include cross-referencing. General cross-references or cross referencing guides will not be considered as appropriate cross-references. No material shall be incorporated by reference.

d. No proposal price data shall be included in Volume 1 - Technical Proposal.

The Source Selection Evaluation Board will evaluate and rate proposals based only on the information contained in the proposal, except as otherwise specified elsewhere in the solicitation. Offerors are advised that clarity, conciseness, and relevance of the information presented in the proposal are of supreme importance and the inclusion of unrelated information that is not pertinent will reduce evaluation ratings. Proposals that provide only superficial coverage of the information required below may not receive additional consideration and may be excluded from the competitive range, if established. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of this solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.

## 2. PROPOSAL CONTENT:

a. Volume 1 – Technical Proposal.

Factor 1, Company Assessment.

Subfactor 1A, Experience of the Offeror. Offerors shall submit up to a total of ten (10) examples of completed or current contracts (with Federal, State or local governments or private) that represent the offeror's experience as either the prime contractor or subcontractor that is relevant to the requirements of this Request for Proposal. If numerous and similar projects occurred under a single multiple task type contract, provide one document for the multiple task contract. The description of each project shall indicate the offeror's role in the execution of that project. Each project description shall include information regarding the supplies involved and their quantities, methods of performance, timelines for performance, the complexity of the work, and the dollar value of the contract or subcontract. Offerors are encouraged to identify problems encountered on these contracts or subcontracts and discuss both the corrective actions taken and the results achieved by the offeror. Examples provided are limited to contracts or subcontracts completed no later than five (5) years prior to or currently being performed on the date of the offeror's proposal. For the purposes of this Section, a completed project will be defined as contracts and/or delivery orders that are at least 90% physically complete.

If a Joint venture then the offeror shall submit the following additional documentation regarding their business entities:

- (1) A certified copy of their Joint Venture agreement; and
- (2) A detailed statement outlining the following in terms of Percentages, where appropriate.
  - (a) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing;

(b) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work;

The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work;

The bonding responsibilities of the joint venture parties;

(a) The identification of key personnel who will have authority to legally bind the joint venture to subcontracts and who will provide or contract for the labor and materials for the joint venture;

(b) The identification of personnel who will maintain the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, who will keep the books, and records, and who will pay applicable taxes for the joint venture;

(c) The identification of persons who will furnish the facilities, such as office supplies and telephone service; and

(d) The identification of the personnel who has overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties, and identify the party, or hired as employees of the joint venture.

Subfactor1B, Past Performance. The enclosed questionnaire listed in Section J, Attachment 1 shall be completed and submitted with your proposal. This questionnaire shall be completed by the offerors five (5) most recently completed government, private contracts or task orders during the last five years.

The following items will be evaluated for Past Performance based on the written Performance Evaluations received:

Quality of Product/Service  
Timeliness of Performance  
Price Reasonableness  
Business Practices  
Customer Satisfaction  
Key Personnel  
Safety



The offeror is encouraged to include its corporate past performance, the past performance of its key personnel who will work on this contract, and the past performance of major subcontractors to include utilization of small, disadvantaged, woman owned, veteran owned and hubZone small businesses.

The Government will verify information submitted on these questionnaires. These completed questionnaires will be the sole criteria for evaluation under this factor.

The burden of providing thorough and complete past performance information rests with the Offeror and their references.

Subfactor 1C, Personnel Qualifications. Submit resumes for key personnel (including dual assignments). The term "key personnel" includes, but is not limited to, those persons identified in Section C, paragraph, items 0001-0010. The resumes of the project team members should clearly show proposed job title, education, and dates thereof; special qualifications worth noting; and complete experience record showing title and specific duties, responsibilities, authorities, and assignments by years, beginning with the present and working backwards. Indicate the experience of key personnel on fixed priced contracts. Indicate fully the responsibilities those key personnel had in connection with any of the projects listed in the "Past Performance" section above and any other projects that involved managing projects comparable to this project. Only information relating to an individual's experience and ability to perform will be evaluated. Do not furnish information on any individual's social, civic, or fraternal activities.

Subfactor 1D, Efficient Use and Balance of Resources. Describe your technique for assuring efficient utilization and balance of all manpower. Discuss staffing plan to accommodate normal fluctuating workloads in order to maintain an experienced work force during periods of work buildup and decline. Describe the training that will be utilized to preserve the effectiveness of your organization.

Subfactor 1E, Depth and Size of Organization. Indicate the depth and size of your organization. Provide data regarding locations of your home and branch offices and their personnel. These data may be in summary form indicating numbers of home and branch office personnel by discipline. Indicate numbers of general personnel by discipline that can be applied to this contract under normal circumstances or emergencies.

Factor 2, Staff Assessment.

The following items will be evaluated for staff assessment

Subfactor 2A, Total annual turnover of personnel.

Subfactor 2B, Percent of staff working for the offeror currently working in fields similar to the scope of services in this contract.

Subfactor 2C, Percent of staff with certifications/registrations.

Subfactor 2D, Percent of staff that has experience as expert witness in fields similar to the scope of services in this contract.

Subfactor 2E, Ability to Respond & Mobilize.

Factor 3, Financial Viability. – Offerors shall provide a copy of the last three (3) audited financial statements. If the most recent financial statement is more than 60 days old, submit a certificate stating that the firm's financial condition is substantially the same, or, if not the same, state the changes that have taken place. Provide letters from banks or other financial institutions with which the offeror conducts business. The letters should contain information about your firm's accounts, loans, lines of credit, etc., to include information on account balances, timeliness of payments, and the terms of the lines of credit. The letters should also provide the name and telephone number of the bank representative the Government may contact.

Factor 4, Small Business Utilization

Small, Small Disadvantaged and Women-owned Small Business Utilization: It is important that all proposed teaming arrangements include Small, Small Disadvantaged and Women-owned Small Business participation to the maximum extent. The proposed small and disadvantaged firms must be qualified in their own right or be incorporated into the teaming arrangement in a manner to assure positive and long-term training for the firm(s) included. The goal of the government is to enhance the development of small and disadvantaged firms regardless of the type of teaming arrangement or reporting requirement. The proposal should indicate the exact nature and extent of small and disadvantaged business in the teaming arrangement.

Discuss small or small disadvantaged business relationship i.e., Joint Venture Member, prime subcontractor, prime second tier subcontractor, etc. to the offeror.

Discuss the contract services related work elements planned by the offeror to be provided by small or small disadvantaged business team members/subcontractors under the contract.

Discuss any on the job training programs the offeror plans to implement to enhance the development of participating small or small disadvantaged businesses.

Based on the above response, project the percent of total dollars that will be subcontracted to participating small and small disadvantaged firms.

Describe any proposed actions to be taken for identifying further subcontracting opportunities with small and disadvantaged business during the term of this contract.

The name of the individual employed by the offeror who will administer the offeror's small and small disadvantaged program and a description of the duties of the individual.

b. Volume 2 – Price Proposal.

This volume will be subjectively evaluated to determine reasonableness, affordability of each offeror over the life of the contract, whether the prices are realistic for the work to be performed, whether the prices reflect the offeror's understanding of the requirements, and whether the prices are consistent with the technical proposal. The evaluation of the price proposal contractual requirements will be done using the pass/fail method. REMEMBER, the Government intends to award without discussions. All information required must be submitted with the price proposal. Failure to do so could result in the proposal determined to be "unacceptable" and not considered for award. Since the evaluation of the price proposal represents a portion of the total evaluation as described in Section M, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, incomplete, inaccurate, or non-current price proposal information. The price proposal must include all of the following:

- (1) The Offer (the SF33) duly executed with an original signature by an official authorized to bind the company.
- (2) Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30(amendment form).
- (3) A fully completed Section B, Schedule of Supplies and/or Services and Prices/Costs, with pricing for all contract line items (CLINs) for every contract period.
- (4) The completed Section K of the solicitation (i.e., Representations, Certifications, and Other Statements of Offerors).
- (5). The project pricing data will be submitted in the form of a Charts 1A, 1B and 2 Breakdown chart (see Section J, Attachments) The project pricing data required in the cost proposal (from the prime and all subcontractors or team members whose involvement over the life of the contract is anticipated to be on a fixed cost with option years as follows:

The Direct Cost Breakdown chart (see Section J, Attachments for blank chart.). All proposed direct costs (labor and other) will be entered and the total build-up to those direct costs of indirect cost rates and other markups to include the prime's profit will be shown equaling the total, fully burdened price. Chart 1A will be completed for the prime contractor. Chart 1B will be completed for each subcontractor or team member (if known), and Chart 2 will be completed for the final roll-up as stated in Paragraph 1 above. **Ensure that all project pricing data are included in the cost proposal for the base period and option periods 1 thru 4. These costs will be considered as final costs.**

The cost proposal (volume 2) must be identified as such and submitted as a separate document from the technical proposal. The cost proposal shall not contain any technical information that should be submitted with the technical proposal.

**INQUIRES.** Prospective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

For inquiries of a contractual nature call Rachael Raposa, the contract specialist for this solicitation, at 978-318-8249 or fax 978-318-8207.

All technical questions concerning this solicitation should be submitted in writing or faxed to:

U.S. Army Engineer District, New England  
696 Virginia Road  
Attn: CENAE-CT/ Mrs. Rachael Raposa  
Concord, MA 01742-2751  
Fax: 978-318-8207

Please include the solicitation number, project title, and location of project in your inquiry. Written inquiries must be received by this office not later than 14 calendar days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding and do not impact the offer. Any information given to an offeror that impacts the offer will be given in the form of a written amendment to the solicitation.

Proposals for the work described herein will be received at the above address. Please transmit proposal in sealed envelopes/packages that are clearly labeled with the solicitation number.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (h) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)



## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Army Corps of Engineers – New England District, Contract Branch – Building 1, 696 Virginia Road, Concord, MA 01742-2521.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40$  divided by  $45 = \$17.78$ ).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS.  
 (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of clause)

## Section M - Evaluation Factors for Award

**SECTION M****EVALUATION FACTORS FOR AWARD****1. Proposal Evaluation and Source Selection Procedures.**

a. The Government will evaluate proposals utilizing Best Value Source Selection Procedures and award will be made to the offeror that the Government determines can accomplish the requirements set forth in this Request for Proposal (RFP) in a manner most advantageous to the Government, cost or price and other factors considered. The Government reserves the right to award a contract to other than the lowest price offer after consideration of all evaluation factors.

b. The evaluation factors for the Technical Proposal, when combined, are significantly more important than Price Proposal evaluation factors. However, the importance of price could become greater depending on the technical equality of the proposals. Where competing technical proposals are determined to be substantially equal, the price proposal evaluation factors would become the controlling factors in making the contract award.

**2. Evaluation Factors.**

a. Technical Proposals. Each technical proposal submitted in response to this RFP will be evaluated based on the factors listed below. Technical proposal should include relevant information about the Offeror major subcontractors, key personnel, and utilization of small, disadvantaged, woman owned, veteran owned, and HubZone small businesses. Evaluation Factors are listed in descending order of importance. Each Subfactor is of equal value within the Factor.

**VOLUME 1****Factor 1, Company Assessment**

Subfactor 1A. Experience of Offeror

Subfactor 1B. Past Performance

Subfactor 1C. Personnel Qualification

Subfactor 1D. Efficient Use and Balance of Resources

Subfactor 1E. Depth and Size of Organization

**Factor 2, Staff Assessment**

Subfactor 2A. Total annual turnover of personnel.

Subfactor 2B. Percent of staff working for the offeror currently working in fields similar to the scope of services in this contract.

Subfactor 2C. Percent of staff with certifications/registrations.

Subfactor 2D. Percent of staff that has experience as expert witness in fields similar to the scope of services in this contract.

Subfactor 2E. Ability to Respond and Mobilize

Factor 3. Financial Viability

Factor 4, Small Business Utilization

## VOLUME 2

### Factor 5, Cost Proposal

Cost Proposal. This volume will not be point scored but will be subjectively evaluated to determine reasonableness, affordability of each offeror over the life of the contract, whether the prices are realistic for the work to be performed, whether the prices reflect the offeror's understanding of the requirements, and whether the prices are consistent with the technical proposal. The evaluation of the price proposal contractual requirements will be done using the pass/fail method based on the information identified in Section L.

### AWARD:

If a competitive range is established, an award may be made to the offeror whose proposal is considered the overall Best value to the Government (technical and cost factors considered). Please note that an award may be made from the original proposal without further negotiations; therefore, the offeror should submit the best offer possible. However, in the event clarifications and/or negotiations are needed, those falling in the competitive range will be contacted. Such contact will be by letter, which will outline the weakness and request a response, a presentation or negotiations as needed. Following clarifications or negotiations, a best and final offer will be requested. After clarifications or negotiations and after receipt of the best and final offer, those proposals within the competitive range will be evaluated again, price subjectively evaluated, and a final ranking computed. An award may then be made to the highest ranked firm as is otherwise in the best interest of the government.

Subject to the provisions contained herein, award shall be made to a single offeror. Offerors must include unit prices for each item listed in order that offerors may be properly evaluated. Failure to comply shall be cause for rejection of the entire offer. Offers shall be evaluated on the basis of the estimated quantities shown. Discussions may be held with those offers determined to be in the competitive range, and award shall be made to the responsible offeror whose total aggregate offer is determined to be in the best interest of the government.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

## 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)

**ATTACHMENT NO. 1**

**PAST PERFORMANCE QUESTIONNAIRE**

Title of Project: \_\_\_\_\_ Prime ( ) or Sub ( )

Contract Number: \_\_\_\_\_

Description and Location of Work: \_\_\_\_\_

\_\_\_\_\_

Dates of Contract Performance: \_\_\_\_\_

Contracting Agency: \_\_\_\_\_

Points of Contact:

Name: \_\_\_\_\_ Number: \_\_\_\_\_  
Name: \_\_\_\_\_ Number: \_\_\_\_\_

1. How would you describe the quality of the product and delivery services performed by the contractor? (circle one)

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory

2. Was the contractor's performance timely? (circle one)

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory

3. Were the contractor's product and delivery prices reasonable? (circle one)

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory

4. Were the contractor's business practices effective, including management of subcontractors? (circle one)

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory

5. Was the contractor's approach to product delivery customer oriented, and were you satisfied with the contractor's overall performance? (circle one)

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory

6. Were the contractor's key personnel knowledgeable and helpful? (circle one)

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory

7. Did the contractor perform product deliveries in a safe manner? (circle one)

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory

8. How would you rate the contractor's overall performance? (circle one)

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory

ADDITIONAL COMMENTS: (Please use this space to provide comments on the above ratings and information on the Contractor's overall performance to include any performance problems that were encountered and if so how they were resolved).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 2**  
**CONTRACT SERVICES II**  
**DIRECT COST BREAKDOWN**  
**Chart 1A**  
**LABOR/HOME OFFICE**

[illegible]



**ATTACHMENT 3**  
**CONTRACT SERVICES II**  
**DIRECT COST BREAKDOWN**  
**CHART 1B**  
**LABOR/HOME OFFICE**

[illegible]

**ATTACHMENT 4**  
**CONTRACT SERVICES II**  
**DIRECT COST BREAKDOWN**  
**CHART 2**  
**LABOR/HOME OFFICE**

[illegible]

## **ATTACHMENT 5**

### **NOTES TO CHARTS 1A AND 1B**

1. THE LABOR BURDEN INCLUDES ALL PAYROLL TAXES, INSURANCE, FRINGE BENEFITS, ETC. IT MUST BE CLEAR WHAT THE TOAL MULTIPLIER IS FOR EACH JOB TITLE.
2. A MARKED UP COST SHALL BE PROVIDED FOR ALL JOB TITLES/CATEGORIES SHOWN ON CHARTS 1A AND 1B.
3. IF THERE ARE MULTIPLE DIRECT HOURLY RATES WITHIN A JOB TITLE AND/OR JOB CATEGORY, THE OFFEROR SHALL LIST ALL INDIVIDUAL HOURLY RATES USED TO CALCULATE THE AVERAGE HOURLY RATE PROPOSED FOR EACH JOB TITLE/JOB CATEGORY WITHIN A JOB TITLE. CALCULATE THE AVERAGE RATE PROPOSED FOR EACH JOB TITLE AND JOB CATEGORY AND SHOW THE AVERAGING TECHNIQUE APPLIED (STRAIGHT OR WEIGHTED AVERAGING). USE THIS AVERAGE RATE FOR CHART 2. THE PROPOSAL SHALL CONTAIN THE CALCULATIONS AND AVERAGING TECHNIQUE USED.

### **ADDITIONAL NOTES**

THE PRIME WILL INCLUDE THE PRIME'S MARKUP TO SUBCONTRACTOR'S FULLY BURDENED RATE. THE SUBCONTRACTOR'S FULLY BURDENED RATE WILL INCLUDE THE SUBCONTRACTOR'S PROPOSED PROFIT. SHOW THE % MARKUP THE PRIME WILL APPLY TO THE SUBCONTRACTOR'S TOTAL PRICE. AN EXAMPLE OF THIS MARKUP IS IF THE PRIME PROPOSED TO ADD G&A AND OTHER TYPES OF MARKUPS TO THE SUBCONTRACTOR'S PRICE. THE OFFEROR WILL SHOW WHAT THIS MARKUP CONSISTS OF.

DO NOT ROUND TO THE NEXT EVEN DOLLAR, ROUND ONLY TO THE NEAREST CENT.